

Denton County
Juli Luke
County Clerk

Instrument Number: 64701

ERecordings-RP
AMENDMENT

Recorded On: June 22, 2023 09:59 AM

Number of Pages: 9

" Examined and Charged as Follows: "

Total Recording: \$58.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

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STATE OF TEXAS
COUNTY OF DENTON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke
County Clerk
Denton County, TX

been specifically defined in the Declaration shall have the same meaning herein as given to such term in the Declaration.

2. Amendments to Declaration. The Declaration is hereby modified and amended as follows:

(a) Section 2.2.2 of the Declaration is hereby modified and amended to add as a new subclause (h) thereunder the following:

“(h) The Association has the right to request each Owner leasing a residence or Lot in the Subdivision subject to this Declaration provide the Association with the following regarding the lease or tenant thereunder:

“(i) The contact information, including name, mailing address, phone number, and e-mail address of each person who will reside on the Owner’s residence or Lot under the terms of such lease; and

“(ii) The commencement date and term of such lease.”

(b) Section 2.5 of the Declaration is hereby modified and amended to add as a new subclause (u) thereunder the following:

“(u) Lightning Rods. An Owner may not construct a lightning rod and related systems (“Lightning Rod”) on a residence except in compliance with the following: (a) the Lightning Rod must meet standards of the National Fire Protection Association (“NFPA”) equal to or greater than NFPA’s lightning Protection Standard NFPA 780, Underwriters Laboratories (“UL”) UL 96A, and Lightning Protection Institute (“LPI”) LPI-175, (b) any Lightning Rod must be installed by a contractor licensed in the State in which the residence is located, and (c) any part of the Lightning Rod that becomes non-functional must be immediately repaired, replaced, or removed from the residence by the Owner at such Owner’s costs and expense. Each Owner acknowledges and agrees that an Owner is solely liable and responsible for the safety, upkeep, and use of the Lightning Rods. Furthermore, each Owner acknowledges that the installation of a Lightning Rod on a residence may void or adversely warranties on such Owner’s residence, including without limitation, any roof warranties. EACH OWNER BY ACCEPTANCE OF TITLE TO ITS LOT HEREBY RELEASES AND WAIVES THE ASSOCIATION, DECLARANT, THE BOARD AND/OR ITS MANAGING AGENT AND THEIR RESPECTIVE MEMBERS, EMPLOYEES, DESIGNEES, ADMINISTRATORS, INSPECTORS, CONTRACTORS, AND AGENTS, AND AGREES TO INDEMNIFY AND DEFEND SAME AND HOLD THEM HARMLESS FROM AND AGAINST ANY CLAIMS, LIABILITIES, LOSS, DAMAGE, COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS’ FEES, IN CONNECTION WITH OR ARISING OUT OF THE INSTALLATION,

OPERATION, LOCATION, REPAIR, MAINTENANCE, AND/OR REMOVAL OF ANY LIGHTNING ROD OR RELATED SYSTEMS ON AN OWNER'S RESIDENCE."

(c) Section 3.1(c) of the Declaration is hereby modified and amended to add the following at the end of such Section:

"After the period of Declarant control, a person may not be appointed or elected to serve on the ARC if the person is (a) a current Board member, (b) a current Board member's spouse; or (c) a person residing in a current Board member's household."

(d) Section 3.3(a) of the Declaration is hereby modified and amended to add the following at the end of such Section:

"Written notice of the determination of the Reviewer shall be provided to an applying Owner via certified mail, hand delivery or electronic delivery to the contact address of such Owner registered with the Association. Denials of the Reviewer must inform the Owner that the Owner may request a hearing under Section 209.00505(e) of the Texas Property Code on or before the 30th day after the date the notice was delivered by the Reviewer to the Owner. A determination of the Reviewer may be appealed to the Board of the Association in accordance with Section 209.00505 of the Texas Property Code, and the Board shall hold a hearing within 30 days after an Owner's request for a hearing."

(e) Section 3.5 of the Declaration is hereby modified and amended to add the following at the end of such Section

"Variances given by Declarant or Reviewer are perpetual, and future Architectural Reviewer(s) (which may include future members of the ARC, Board or successors in interest to Declarant's rights hereunder) cannot revoke a prior variance granted unless required by applicable zoning or other applicable law."

(f) The fifth and sixth sentences of Section 10.4 of the Declaration are hereby modified and amended to read in their entirety as follows:

"The managing agent may, and probably will, have fees, which will be charged to an Owner for the transfer of a significant estate or fee simple title to a Lot and the issuance of a "**Resale Certificate**" (herein so called); provided, however, any Resale Certificate fees and charges shall not exceed \$375 to cover the administrative costs or otherwise to assemble, copy and deliver the Resale Certificate, and shall not exceed \$75 in connection with preparation of any update to the Resale Certificate. The Association or its agent shall (a) collect any Resale Certificate Fee(s) upon the earlier of (i) delivery of the Resale Certificate to an Owner, or (ii) the Owner's closing of the sale or transfer of his/her residence or Lot, and (b) deliver the Resale

Certificate to Owner in any event within five (5) days after the second request delivered by an Owner to the Association via certified mail, return receipt requested, or via hand delivery with evidence of receipt by the Association.”

(g) The last sentence of Section 10.4 of the Declaration is hereby modified and amended to read in its entirety as follows:

“To the extent permitted under applicable law, the Association or its agent shall not be required to issue a Resale Certificate until payment for the costs thereof has been received by the Association or its agent.”

(h) The ninth and tenth sentences of Section 10.11 of the Declaration are hereby modified and amended to read in their entirety as follows:

“The Association through its Board, or any management agent of the Association, may report an Owner delinquent in the payment of Assessments to any credit reporting agency only if (i) The delinquency is not the subject of a pending dispute between the Owner and the Association; and (ii) at least thirty (30) business days before reporting to a credit reporting service, the Association sends, via certified mail, hand delivery, electronic delivery, or by other delivery means acceptable between the delinquent Owner and the Association, a detailed report of all delinquent charges owed; and (iii) the delinquent Owner has been given the opportunity to enter into a payment plan. The Association or its managing agent shall be entitled to reimbursement for collection efforts such as but, not limited to demand letters, routine monthly collection actions, payment plan set up and monthly monitoring, processing and handling of certified or certified, return receipt mailings, and credit reporting; provided, however, the Association may not charge a fee for the reporting of an Owner to any credit reporting agency of the delinquent payment history of assessments, fines, and fees of such Owner to a credit reporting service.”

(i) Section 11.1(g) of the Declaration is hereby modified and amended to read in its entirety as follows:

“(g) Entering into contracts, maintaining one or more bank accounts, and generally exercising all the powers necessary or incidental to the operation and management of the Association, expressly including the power to enter into management and maintenance contracts. To ensure the smooth and orderly buildout of the development and community, contracts entered into by Declarant may have extended terms and may not be terminated by the Board during the Declarant Control Period without the express written consent of Declarant. Notwithstanding the foregoing, with respect to any contracts for services that that will cost more than \$50,000 proposed to be entered into by the Association, the Association shall be required to solicit bids or proposals using a bid process established by Association.”

(j) The first sentence of the second paragraph of Section 11.6(a) is modified and amended as follows:

“Any request for hearing submitted by an Owner shall first be heard by the Board; provided, however, (i) not later than ten (10) days before the Association holds a hearing under this section, the Association shall provide to an Owner a packet containing all documents, photographs, and communications relating to the matter the Association intends to introduce at the hearing, and (ii) if an Association does not provide a packet within the period described by Subsection (i), an Owner is entitled to an automatic 15-day postponement of the hearing, and (ii) the hearing shall in any event be held in accordance with the requirements under Section 209.007 of the Texas Property Code.”

(k) The Declaration is hereby modified and amended to add the following as a new Section 13.4:

“Section 13.4 **No Law Enforcement Function**. The Association serves no law enforcement function and strongly encourages Owners to report any suspected or alleged violations of laws by any other Owner or occupant or guest on the Property to the appropriate law enforcement agency(ies). The provisions of this Section 13.4 may not be modified or amended without the express written consent of Declarant.”

3. Amendments to Construction and Design Guidelines. Section 3.2, Section 3.3 and Section 3.8 of the Construction and Design Guidelines attached as Exhibit C of the Declaration are hereby modified and amended as follows:

(a) Section 3.2 of the Construction and Design Guidelines is hereby modified and amended to read in its entirety as follows:

“3.2 All fencing on corner lots and backing up to streets and/or major thoroughfares or front yard fencing facing a street will be considered “**major thoroughfare fencing**.” Major thoroughfare fencing shall be (i) standard cedar wood or better, (ii) **board-on-board** with steel posts and have a cap and trim for greater aesthetic appearance, and (ii) shall have smooth side of fence facing out and steel post facing interior of the Lot.”

(b) Section 3.3 of the Construction and Design Guidelines is hereby modified and amended to read in its entirety as follows:

“3.3 Interior lots shall be allowed the use, where not part of major thoroughfare fencing, standard six foot (6’) high (measured from grade) **board-to-board** fencing using standard cedar wood or better with metal/steel posts but no cap (trim allowed) for only those portions of the fence that are not visible from any street or major thoroughfare, or located on the front or street side of corner Lot.”

(c) The preamble clause of Section 3.8 of the Construction and Design Guidelines reading “*All such fencing facing major thoroughfare shall be stained and preserved with the following stain colors or of a similar color approved in writing by the ARC.*” is hereby modified and amended to read in its entirety as follows:

“All such major thoroughfare fencing shall be stained and preserved with the following stain colors or of a similar color approved in writing by the ARC:”

(d) Section 3 of the Construction and Design Guidelines is hereby modified and amended to add a new Section 3.9 as follows:

“3.9 The design and appearance of any “swimming pool enclosure” (as defined below) that is visible from the street or Common Area adjacent to the Lot on which such swimming pool enclosure is located must be six feet (6’) or less in height, black in color, and consist of transparent mesh set in metal frames, unless otherwise approved in writing by the Reviewer. In no event shall the Reviewer prohibit or restrict an Owner from installing on such Owner’s Lot a swimming pool enclosure that conforms to applicable state or local safety requirements. A “**swimming pool enclosure**” means and refers to a fence that (1) surrounds a water feature, including a swimming pool or spa located on a Lot; (2) consists of transparent mesh or clear panels set in metal frames; (3) is not more than six feet (6’) in height; and (4) is designed to not be climbable.”

(e) Section 3 of the Construction and Design Guidelines is hereby modified and amended to add a new Section 3.10 as follows:

“3.10 Any security fencing installed on an Owner’s Lot as a security measure under Section 202.023 of the Texas Property Code, as amended (a) shall be no higher than six (6) feet from grade, (b) to the extent located within the front yard area of an Owner’s Lot, must be open and constructed of ornamental metal or wrought iron materials that allow the front façade of the residence on such Owner’s Lot to remain visible from the street through such fencing and be of a design approved by the Reviewer and also Declarant during the Development Period, (c) to the extent located within the front yard area of an Owner’s Lot, shall not include or be constructed or installed with screening material, landscape screening, chain link, razor wire, electrification, or barbed wire, and (d) such fencing shall otherwise be constructed, installed and maintained in compliance with any and all governmental requirements, including permit requirements. No Owner shall place security cameras in any place other than the Owner’s own Lot. The “**front yard area**” with respect to a Lot shall mean the area between the front façade of the residence on such Lot and the public street or right-of-way in front of such Lot.”

4. No Other Effect. Except as expressly modified, amended and supplemented by this Amendment, the terms and provisions of the Declaration are not amended, modified or supplemented, and the Declaration, as modified, amended and supplemented hereby, is hereby amended as provided herein.

5. Severability. Invalidation of anyone provision of this Amendment by judgment or court order shall in no way affect any other provision of this Amendment or the remainder of this Amendment which shall remain in full force and effect. Furthermore, in lieu of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Amendment a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

6. Headings. The headings contained in this Amendment are for reference purposes only and shall not in any way affect the meaning or interpretation of this Amendment.

REMAINDER OF PAGE LEFT BLANK - SIGNATURE PAGE FOLLOWS

EXECUTED to be effective as of the date written above.

DECLARANT:

MM MOBBERLY 236, LLC,
a Texas limited liability company

By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

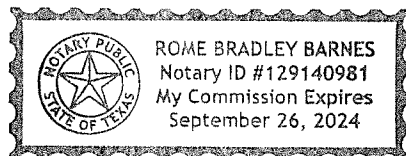
By: 2M Ventures, LLC,
a Delaware limited liability company
its Manager

By: *Mehrdad Moayedi*
Name: Mehrdad Moayedi
Its: Manager

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 21st day of May, 2023 by Mehrdad Moayedi, the Manager of 2M Ventures, LLC, a Delaware limited liability company, the Manager of MMM Ventures, LLC, a Texas limited liability company, the Manager of MM MOBBERLY 236, LLC, a Texas limited liability company, on behalf of the such limited liability company(ies) and in the capacity herein stated.

[SEAL]



Rome Barnes
Notary Public, The State of Texas
Rome Barnes
Printed Name of Notary

My Commission Expires: 9/26/24